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Contract Database Metadata Elements

Title: **Westhill Central School District and Transportation Drivers and Attendants Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 317 (1999)**

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Union: **Transportation Drivers and Attendants Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

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Westhill Central School District And
Ibt Local 317 (Transp Drivers &
Attendants)

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**AGREEMENT BY
AND BETWEEN
THE SUPERINTENDENT OF SCHOOLS FOR
THE WESTHILL CENTRAL SCHOOL
DISTRICT FOR THE
TRANSPORTATION DRIVERS AND ATTENDANTS
OF THE
WESTHILL CENTRAL SCHOOL
DISTRICT, TEAMSTERS LOCAL
317**

July 1, 1999 - June 30, 2003

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

SEP 25 2000

CONCILIATION

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ARTICLE 1 NEGOTIATING UNIT

Section 1 Acknowledgment

- 1.1 The Board of Education of the Westhill Central School District acknowledges the order of the Public Employment Relations Board in Case Number C-3674 which certified the Teamsters Local 317 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO.

Section 2 Negotiating Unit

- 2.1 Included: All regularly scheduled bus drivers and bus attendants.
- Excluded: Transportation supervisor, per diem substitute bus drivers and bus attendants, and all other employees of the District.

ARTICLE 2 NEGOTIATIONS PROCEDURES

Section 1 Procedural Matters

- 1.1 In the event either party wishes to amend this agreement, written notice must be given by December 1 during the final school year of the life of this agreement. Failure by either party to comply with this deadline will extend the agreement for one (1) additional year under the same terms and conditions of employment contained within said agreement at that time.
- 1.2 It is agreed that all items to be negotiated shall be submitted as a package by Local 317 at the first meeting of the negotiating teams by the authorized representatives of the Westhill Central School District and Local 317. The District shall submit its proposals as a package at a second (2nd) meeting.
- 1.3 It is further agreed that no single item to be negotiated will receive final agreement until the total package has been negotiated and is ready for final ratification by both parent bodies.
- 1.4 It is further agreed that the proceedings of negotiations prior to reaching agreement or impasse shall not be released for publication to the communication field unless such release has prior approval of both negotiation teams.

ARTICLE 3 NO STRIKE PLEDGE

Section 1

The Union agrees that it shall not strike, cause, assist, instigate, encourage, or impose obligations on its members to strike.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1

The Union recognizes that the District has the obligation of serving the public with high quality, efficient and economical educational services. Accordingly, the Union recognizes and agrees that the management of the District, the direction of its working force, and the exercise of the ordinary and customary functions of management, whether or not exercised by the District prior to the execution of this agreement, shall be in the sole discretion and responsibility of the District, subject to the terms of this agreement.

Section 2

Without limiting the generality of the preceding sentences, the District subject to the terms of this agreement retains the sole and exclusive right to manage its educational services and to direct the working force, including, but not limited to, the right to decide the number and location of its educational service operations, the educational service operations to be conducted and rendered, and the methods, processes and means used in operating its educational services, and the control of the buildings, real estate, materials, its educational services; to determine the numbers and duties of employees; to determine or change the methods or means used to record the employees' work time; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, supervise, evaluate, layoff, assign, transfer, promote and determine the qualifications of employees; determine whether or not to subcontract, and to make the rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law.

The District reserves the right to reduce the work force at any time as conditions demand.

Section 3

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This agreement constitutes the full and complete commitments of the District to the Union.

ARTICLE 5 PROBATIONARY PERIOD

Section 1

A probationary period of fifty two (52) calendar weeks will be served by all employees. At any time during the probationary period, the District shall have the right to appoint or discontinue employment of the person involved.

Upon completion of the probationary period, the seniority date will revert back to the original date of hire in that job title.

ARTICLE 6 DISCIPLINE/DISCHARGE

- 1.1 Unit members who have completed their probationary period shall be entitled to discipline and discharge procedures outlined in Section 75 of the Civil Service Law.
- 1.2 Unit members who have completed their probationary period shall have the choice of either Section 75 of the Civil Service Law or binding arbitration in the event the District seeks to Discipline or Discharge a unit member. The unit member, within five (5) working days of the date of the charges, will notify the District in writing as to his/her choice of either Section 75 or arbitration. The selection of one procedure shall be the exclusive remedy available to said unit member.
- 1.3 The parties mutually and expressly understand and agree that the District reserves the right to suspend a unit member without pay pending the resolution of the charges.

1.4 The parties further agree to establish a permanent panel of arbitrators who, upon written receipt of their willingness to serve shall be as follows:

1. Mr. James Markowitz
2. Mr. Thomas Rinaldo
3. Mr. Dana Eischen

1.5 The arbitrator shall be bound by the procedures set forth in Article 8, Section 3.4, 3.5, 3.6, 3.7 and 3.8.

1.6 The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 7 SENIORITY

1.1 Seniority shall be defined as the last effective date of service with the District and shall be based on continuous employment with the District within a job title.

1.2 Separate seniority lists will be maintained for drivers and attendants. The District shall post and furnish to the Union steward the seniority list by October 1 each year and the list shall be open for protest and correction for thirty (30) days after posting.

1.3 In the event two (2) or more individuals have the same seniority date (tie), said ties shall be broken by the drawing of lots.

1.4 Unpaid leaves of absence in excess of ninety (90) calendar days will not be credited for purposes of seniority, but will not be considered a break in service.

1.5 Seniority shall be terminated when one (1) or more of the following occurs:

- A) Quit.
- B) Discharge, termination, resignation.
- C) Layoff for a period of time exceeding eighteen (18) months.
- D) Retirement.
- E) Failure to report for work for more than two (2) working days without having given the employer an advance notice and reason for pending absence.

- F) Unable to perform the job duties required due to illness or injury. Or unable to return to work upon the expiration of any leave of absence applicable to the employee.
 - G) Refusing a recall, or failing to report to work within five (5) working days from the date the employer sends the employee a recall notice by registered or certified mail, return receipt requested.
- 1.6
- A) In the event of a reduction in force as determined by the employer, employees will be laid off according to their seniority within the job title, with the least senior employee being laid off first (1st).
 - B) Recall to the position (job title) from which one is laid off shall be in the inverse order of layoff and a laid off employee shall retain his/her right to recall for a period of eighteen (18) months from the date of such layoff.
 - C) Laid off employees on the recall list may apply to serve as substitutes.
 - D) Drivers or bus attendants on the recall list shall be offered temporary work before substitutes if the temporary work exceeds five (5) consecutive days.
 - E) Notice of recall shall be sent to the employee's last known address on the District's records and shall be sent by registered or certified mail, return receipt requested. Any employee who refuses recall or does not report to work within five (5) working days from the date the District mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the employer.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1 Definitions

- 1.1 **Party** shall mean the District or any unit member.
- 1.2 **Representatives** shall mean the person or persons designated by the aggrieved employee as his counsel or to act in his behalf.
- 1.3 **Supervisor** shall mean the District designated administrative or supervisory officer responsible for the department in which alleged grievance arises.
- 1.4 **Grievance** shall mean any claimed violation of this agreement.
- 1.5 **Union** shall mean the Transportation Unit, Teamsters Local 317.

Section 2 Basic Principles

- 2.1 Throughout all stages of grievance the aggrieved employee shall be allowed to have a representative.
- 2.2 During all procedural stages each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
- 2.3 Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the District superintendent.
- 2.4 All hearings shall be confidential and conducted in private.
- 2.5 The supervisor shall have the responsibility to consider promptly each grievance in his jurisdiction, and to make a determination within the time limits specified.
- 2.6 Compliance with the provisions of Section 3 shall constitute a condition precedent for the submission of a grievance at the next stage.

Section 3 Procedures

Should the aggrieved employee fail to comply with the time limits set forth below the grievance shall be declared null and void and no further processing of the grievance shall be permitted. If the District representative fails to comply with the time limits, the grievance shall automatically move to the next stage.

3.1 Stage 1

A person having a grievance who is personally aggrieved will discuss the grievance with his/her immediate department supervisor or his designee within ten (10) school days of the occurrence of the grievance. If the grievance is not resolved at Stage 1 within ten (10) school days, the employee may appeal to Stage 2 by reducing his grievance to writing.

3.2 Stage 2

The aggrieved employee shall present his grievance, in writing, to the superintendent or his/her designee, within five (5) school days after the Stage 1 response has been given. The grievance shall be deemed waived unless it has been submitted within the specified time limit. The business agent and the Superintendent or designee shall meet with the steward, grievant and other involved parties, if applicable, to attempt to resolve said grievance. If the grievance is not resolved at Stage 2, the aggrieved employee may proceed to Stage 3 (Arbitration) within five (5) school days of the decision at Stage 2.

- 3.3 The parties agree to be bound by the PERB rules of procedure for the selection of the arbitrator. All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing the said events or conditions, if known to the aggrieved person, and a detailed statement of the nature of the grievance and the redress sought by the aggrieved employee.
- 3.4 Stage 3
- The arbitrator's award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
- 3.5 The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.
- 3.6 The arbitrator's award shall not be contrary to or extend any provision of law, regulation of the Commissioner of Education, or rule of the Board of Regents, or any other rule or regulation having the force and effect of law.
- 3.7 The arbitrator shall not decide more than one (1) grievance at the same hearing or series of hearings except by mutual agreement between the parties. The arbitrator's remedy shall extend only to the employee(s) who is (are) a party of the grievance and said remedy may not be retroactive prior to the date that said grievance was filed.
- 3.8 The arbitrator shall have no power to imply any obligations unless such are specifically and expressly set forth in the agreement.
- 3.9 The final step of the grievance procedure will be the decision of the arbitrator.

ARTICLE 9 LEAVES

Section 1 Eligibility

- 1.1 All unit employees working at least twenty (20) hours per week and eight hundred (800) hours per year are eligible for sick days, personal days, death in immediate family and health insurance. Employees not satisfying this minimum time requirement will not be eligible for the benefits as listed throughout this article.
- 1.2 Those unit employees who are working less than twenty (20) hours per week and have been employees of the transportation staff prior to July 1, 1976, will be entitled to sick day benefits as outlined in Section 2.

Section 2 Sick Leave

- 2.1 All eligible unit employees shall be provided one (1) day of sick leave for each full working month of the school year (July 1 - June 30). This amounts to one (1) day/month and ten (10) days per year for ten (10) month employees. Effective July 1, 2000, all eligible unit employees shall be provided with five (5) sick days at the beginning of the school year and earn one half (1/2) day for each month of service worked thereafter to a maximum of ten (10) days a year. Such leave may be accumulated to a maximum of two hundred forty (240) days. Such leave is the result of personal illness and will not result in loss of pay.
- 2.2 In the event there is a question regarding the employee's physical fitness following an illness, the District may require a doctor's certificate before permitting said employee to return to work.

There will be no compensation for any sick leave time accrued in excess of credited amount.

Section 3 Personal Leave

- 3.1 All unit employees shall be entitled to a maximum of three (3) days per year. Unused personal days shall be converted to sick days. It is understood that the purpose of personal days is to attend to personal business matters which cannot be accomplished during other than normal working hours. This is with pay and not chargeable against sick leave.
- 3.2 Forms for personal days, provided by the District, should be submitted to the Transportation Supervisor at least one (1) week in advance of the day indicated. This may be waived in one (1) emergency situation per employee per school year. In such cases, the employee will be expected to submit the form prior to the personal day or no later than one (1) day following return to work.
- 3.3 Personal days will not be granted immediately before or after vacation periods or holidays unless extenuating circumstances exist. In such cases, the approval of the assistant superintendent for business administration is necessary. It is further understood that the purpose of personal days is not for secondary employment, or other income production.

Section 4 Sickness in Immediate Family

- 4.1. A maximum of ten (10) of the employee's sick days may be applied each year to cover sickness in the immediate family. "Immediate family" means parent, spouse, child or other person for whom the employee can prove direct responsibility to the satisfaction of the assistant superintendent for business administration.

Section 5 Death of a Relative

- 5.1 For the death of any in-law (other than parental) uncle, aunt, niece, or nephew, one (1) day per occurrence is allowed and not deducted from sick leave. In emergency situations additional leave may be requested subject to the approval of the Transportation Supervisor and School Business Official.

Section 6 Death in Immediate Family

- 6.1 A maximum of three (3) days per occurrence will be allowed for death in the immediate family (parent, mother-in-law, father-in-law, spouse, child, sibling, grandparent, or grandchild). These days will not be deducted from sick leave. In emergency situations, additional leave may be requested, subject to the approval of the Transportation Supervisor and the School Business Official.

Section 7 Notice to Employer

- 7.1 To receive sick leave credit, employees must notify the supervisor one (1) hour before they are expected to report to work. If possible, notification the night before the day of work is desirable.

Section 8 Pay Deductions

- 8.1 No payment will be made for unauthorized absences.

Section 9 Jury Duty or Court Attendance

- 9.1 Absence will not be deducted from sick leave. The employee involved will be expected to carry on his/her usual duties when not obliged to be in court. The employee will continue to receive payment from the District and the amount of money earned from jury duty shall, except for mileage reimbursements, be reimbursed to the District by the employee.

Section 10 Leave Without Pay - Unpaid

An employee who has completed one (1) year of employment with the employer may be granted a leave of absence without pay for a period determined by the employer (not to exceed one [1] year) because of injury, illness or other compelling reasons which shall be submitted to the District. The decision to grant the leave or the length of leave period, shall be at the discretion of the employer.

Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another without the employer's approval during the time period (s)he is on leave. Employees who accept other employment or engage in other business activities, without the employer's approval, while on leave, will have their employment terminated. An employee who fails to return to work at the expiration of the leave will be considered to have quit employment.

When an employee returns to work after a leave of absence (s)he will be assigned to the same route which (s)he formerly occupied if applicable. A substitute driver may be assigned the run during the leave of absence. Prior to the re-employment of any employee, the employee must be able to perform the work and be physically qualified.

An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the employer.

When on an unpaid leave an employee shall continue to maintain and accumulate seniority pursuant to Article 7, Section 1.4.

Section 11 Retiree Insurance

The Westhill Central School District will provide health insurance to all eligible unit members who retire from the district. Eligibility and the district's contribution for such coverage are as follows:

a. Eligibility

The bargaining unit member must have worked full time in the Westhill District for the final fifteen (15) consecutive years of service prior to retirement and twenty (20) hours per week and eight hundred (800) hours per year. Full time service is defined as an employee working a minimum of twenty (20) hours per week and eight hundred (800) hours per year.

b. Contributions

The district shall contribute, effective July 1, 1999, to the individual or family health insurance categories for eligible retirees up to the following amounts:

	<u>Individual</u>	<u>Family</u>
15 to 19 years of service to Westhill	\$600	\$1,200
20 to 24 years of service to Westhill	\$825	\$1,650
25 to 29 years of service to Westhill	\$1,000	\$2,000
30 or more years of service to Westhill	85%*	85%*

* of premium

ARTICLE 10 VACATIONS AND HOLIDAYS

- 1.1 Effective July 1, 2000, one (1) additional holiday shall be added for a total of nine (9) holidays. Effective July 1, 2001, one (1) additional holiday shall be added for a total of ten (10) holidays.
- 1.2 Where applicable, Holiday pay shall be based upon an individual's a.m., p.m., Kindergarten and BOCES run.

ARTICLE 11 WORKDAY, WORK WEEK

- 1.1. Any runs requiring two (2) hours or less will be compensated with two (2) hours pay. This pertains to a.m., noon, p.m. and BOCES runs. It is understood that drivers must be available during this two (2) hour period as need arises.
- 1.2 Anything over two hours will be paid in one tenth hour or six minute increments.
- 1.3 If schools are announced closed on the same day of closing (approximately 6:30 a.m.), those drivers and attendants having regular morning and p.m. runs will be paid their regular morning and p. m. allowance. Payment will not be made for noon, or BOCES runs.
- 1.4 If schools are announced closed the previous day of actual closing, no allowance will be made.
- 1.5 The District agrees to pay each employee a minimum of two hours for each safety or training meeting as may be required by law or regulation.
- 1.6 Bus drivers and attendants will be paid for meetings directly affecting major route changes or student-related disciplinary hearings for which the drivers presence is required after regular driving time.

ARTICLE 12 RETIREMENT PLAN

The District will provide a pension plan pursuant to the provisions of Section 75c of the New York State Employees Retirement System for eligible employees.

Employees retiring with a minimum of 20 years of District service and who have accumulated a minimum of 100 sick leave days shall receive \$20.00 for each day of unused sick leave up to a maximum of 140 days during the 1999-2000 school year, up to a maximum of 165 days during the 2000-2001 school year and up to a maximum of 180 days during the 2001-2003 school years.

ARTICLE 13 GROUP INSURANCE PLANS

- 1.1 To be eligible, an employee must work a minimum of twenty (20) hours per week and eight hundred (800) hours per year. Employees not satisfying this minimum time requirement are not eligible for the group health insurance benefits. For all eligible employees, the District will provide a plan of life, hospital, surgical/major medical, dental and vision insurance coverage.

The District's contribution to any health, vision or dental insurance plan otherwise offered by the District shall not be greater than its dollar contribution provided by the District for Blue Cross/Blue Shield Health and Dental insurance plans it has in effect for the bargaining unit. It is further understood that the District's contribution will decrease proportionately for any employee who chooses to participate for less than the full plan year period. It is also understood that no contribution will be made by the Board on behalf of employees who do not participate in insurance plans.

A Flexible Benefits Program will be offered to all members of this bargaining unit.

Effective July 1, 1998, the District will contribute up to eighty-two and one half (82.5%) percent of the premium cost for individual or dependent coverage for health, vision and life (employee only) insurance plans for any coverage which was in effect as of June 30, 1996. Co-pays for prescription drugs will be \$5 for name-brand drugs, \$2 for generic drugs and \$0 for mail-in prescription service.

Any employee hired in the bargaining unit after July 1, 1996 and who meets the eligibility criteria for health, vision and life (employee only) insurance coverage plans will have up to eighty (80%) percent of the premium for their elected coverage provided by the District.

Effective July 1, 1998, the District will contribute eighty-two and one-half (82.5%) of the total premium cost for an individual or dependent dental insurance coverage.

Buy-Back Health Insurance Provision

- a) Any employee under the District's health insurance coverage plan as of May, 1996, may elect to rescind such coverage for a one-time payment of \$500 for an individual health insurance plan and \$1,000 for a family health insurance plan.
- b) The employee who rescinds the Westhill insurance coverage must provide to the District a certification that s/he is covered under another insurance plan.
- c) The employee is barred from electing any District sponsored health insurance coverage for a period of thirty-six (36) months after the effective date of the rescinding of the coverage. Should the employee have need for health insurance coverage during the 36-month exclusion period, s/he may elect to rejoin the Westhill plan at the next available open enrollment date. Should this be the case, the employee will reimburse the District the above-mentioned one-time payment at the time of his/her re-enrollment. Should the employee terminate his/her employment with the District within one year following the election of the buy-back provision, the employee will be responsible for paying back the amount of one-twelfth of the buy-back amount multiplied by the number of full months remaining between the date of the buy back and one full year thence.
- d) This buy-back health insurance provision shall be applicable only for the term of this agreement, July 1, 1999 through June 30, 2003. At the expiration date of this agreement, this specific provision offering shall terminate. Employees who elect this provision during the term of the agreement are bound by its application and limitations.

ARTICLE 14 PAY PERIOD

All employees shall be paid bi-weekly (every two [2] weeks), commencing with the first (1st) paycheck of the school fiscal year. Paydays will occur on Thursday unless stated otherwise.

ARTICLE 15 SCOPE OF AGREEMENT

Section 1

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subjects or matters not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they bargained or signed this agreement.

ARTICLE 16 CONFORMITY TO LAW

1.1 Saving Clause:

The terms of this contract shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this agreement shall remain in effect.

1.2 Under an amendment to the Taylor Law, passed in April 1969, by the legislature, copies of Section 204a must be furnished by June 1 (within sixty [60] days after the effective date) to every public employee by the chief fiscal officer of each public employer.

- 1.3 A copy of the section also must be supplied to every new employee when s/he is hired. In addition, notice of this provision must be given by employee organizations to every member when written agreements come up for ratification, both in writing and verbally, at the ratification meeting.
- 1.4 Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

ARTICLE 17

UNION SECURITY-DUES DEDUCTIONS

- 1.1 The District hereby agrees to deduct on a uniform basis (bi-weekly) from the pay of each employee covered by this agreement an amount of money in payment of dues in the Union for those employees who have authorized such deductions by the District. The District further agrees to transmit said deduction to the Union, monthly. The Union shall indemnify and protect the District against any liability or claim which may arise by reason of the District's compliance with this section.
- 1.2 Unit members who are not dues paying members of the unit shall be required to pay an agency fee equivalent. The District further agrees to transmit said deduction to the Union, monthly. The Union shall indemnify and protect the District against any liability or claim which may arise by reason of the District's compliance with this section.

Section 2 Credit Union

The employer shall withhold, upon written request of any employee covered by this agreement, any amounts with regard to a District affiliated credit union.

Section 3 Release Time

The district agrees to provide one (1) day with pay to one (1) union steward to assist the Transportation Supervisor in the assignment of bus runs during the summer.

ARTICLE 18 COMPENSATION

- 1.1 Effective December 1, 1999, and the duration of this agreement the following salary levels shall be maintained and employees assigned to a particular level shall remain within said level and move horizontally to the new yearly hourly rate as noted.

	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>	<u>2002-2003</u>
Level I	16.48	17.29	18.15	19.06
Level II	15.20	16.01	16.87	17.78
Level III	14.68	15.49	16.35	17.26
Level IV	13.64	14.45	15.31	16.22
Level V	12.75	13.56	14.42	15.33
Bus Attendant	11.77	12.21	12.67	13.15

- 1.2 To be effective after ratification, the starting bus drivers' rate will be \$.50 less than the current years' level V driver's rate. After one (1) year from the date of hire, the starting bus driver shall move to the level V rate.
- 1.3 Newly hired bus attendants shall be paid according to the bus attendant's hourly rate for each year respectively.
- 1.4 Except for Article 19, Section 2.1(D), field trip hourly rates of pay shall be at the driver's regular rate of pay.
- 1.5 Effective July 1, 1998, and after ten (10) years of District service, a longevity in the amount of six (.06) cents per hour shall be paid for each five (5) years of service (10, 15, 20) up to a maximum of twenty (20) years service. Payment shall be made in the first applicable payroll period in the fiscal year first following the employees' eligibility for said longevity.

ARTICLE 19 BIDDING PROCEDURES

Section 1 Driver Bidding for Regular Bus Runs

- 1.1 Runs are compiled after changes and mailed to all drivers.
- 1.2 Drivers are invited by seniority, into the transportation supervisor's office in late August, after all drivers have had a chance to examine the runs for the year.
- 1.3 Each driver goes through a one-on-one interview with the transportation supervisor, discussing driver's past record, previous year's attendance, safety record, etc., including expectations for upcoming year.

- 1.4 Drivers pick runs by seniority, from those remaining, to include "extra runs" (i.e., noon Kindergarten run, late runs, etc.) as long as total time does not regularly exceed eight (8) hours per workday.

Section 2 Field Trips

- 2.1 Currently there are four (4) field trip rotation lists by seniority. The four (4) lists are as follows:
- A) Day Field Trips - prior to 4:00 p.m.
 - B) Day Field Trips - 4:00 p.m. and after
 - C) Weekends.
 - D) Substitute for Kindergarten and/or BOCES run.
- 2.2 Drivers may be on any or all lists; may elect n/a. Lists rotated by seniority.

Section 3 Regular Run Vacancies After Beginning of Year

- 3.1 Regular bus runs which become vacant after the year has started are bid in the following manner:
- A) Vacated run is posted for three (3) days on transportation center bulletin board.
 - B) Drivers sign-off on the posting as interested or not interested in the run.
 - C) Most senior driver indicating a desire to take the run is awarded with that run.
 - D) If driver receiving the vacated run gives up a run to do so, then the run given up is re-bid by the same process until all runs are filled.

Section 4 Summer Run Bidding

- 4.1 Summer runs are listed in no particular order.
- 4.2 Bid sheet is posted in transportation center, for three (3) days for each run, and drivers bid on runs if interested.
- 4.3 Regular drivers, by seniority, are given first (1st) chance at summer runs. If no regular drivers bid for a summer run, then substitute drivers are called in and allowed to bid. Most senior driver expressing desire for a run is awarded that run.

- 4.4 Bid lists for each run are retained so that drivers who may have bid for a run, but did not get one can be identified if another summer run becomes available.

Section 5 Extended Run

- 5.1 A bus driver who has offered to take an extended run and which such run was not available shall be the first asked to take an extended run which is NEWLY created or for a currently assigned extended run which becomes vacant. The driver so assigned shall not again be eligible for an extended run until the regular driver returns to his/her assignment or until the following year's selection for the extended runs, whichever is applicable.

Section 6 Driver Replacement


- 6.1 If a regular driver is absent and gives notice of such absence prior to the day of the absence then the replacement driver will be selected according to the regular driver wheel for extra runs (Kindergarten, BOCES, Late).
- 6.2 If a regular driver's absence on a particular route extends five (5) days, the replacement driver will be selected from the regular driver seniority list. Should a regular driver be absent or give notification of absence on the same day as the run is to take place, the District shall fill the run at its discretion.

Section 7 Driver Replacement - Attendant to Driver

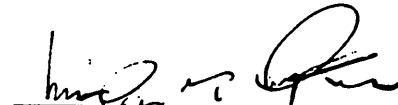
- 7.1 Attendants qualified and possessing a NYS CDL (p) will be afforded an opportunity to bid on vacated or new regular runs which the District elects to refill, before non-bargaining unit employees provided the following conditions are satisfied:
- 7.2 The Attendant must be fully qualified and able to "drive" (i.e. passing mandatory road testing and physical examination) bus within 5 working days from successfully bidding for the selected run.
- 7.3 The successful candidate must have a driving record with no infractions to include, but not be limited to, moving violations as verified by appropriate government agencies.
- 7.4 A unit employee may not simultaneously hold the position of a driver and attendant.
- 7.5 Seniority in the job title will begin to accrue from the effective date of the commencement of the run.

**ARTICLE 20
DURATION**

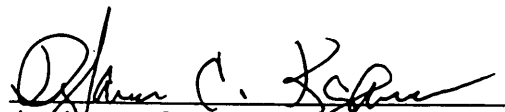
This agreement shall continue in effect from July 1, 1999 through June 30, 2003 except as otherwise specifically modified herein.



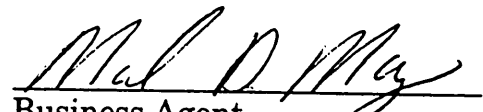
Superintendent of Schools



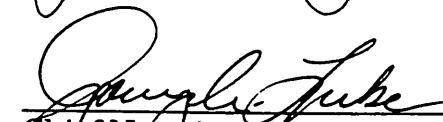
Union Steward



Assistant Superintendent
for Business Administration



Business Agent



Chief Negotiator